

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR VIDEO ARRAIGNMENT & TELE-CONFERENCE SYSTEM FOR MUNICIPAL COURTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **SOUTHWESTERN BELL TELEPHONE, L.P.** ("Contractor" or "SBC"), a Missouri corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City
Director, Municipal Courts Administration
Department or Designee
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor
Southwestern Bell Telephone, L.P.
One Bell Plaza
12th Floor
Dallas, Texas 75202

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Scope of Services**
- B. Equal Employment Opportunity**
- C. MWBE Subcontract Terms**
- D. Drug Policy Compliance Agreement**
- E. Certification of No Safety Impact Positions**
- F. Drug Policy Compliance Declaration**
- G. Pricing**
 - G-1 Initial System Pricing**
 - G-2 Annual Maintenance Fee**
- H. Equipment List**
- I. Acceptance Form**

C. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

SOUTHWESTERN BELL TELEPHONE, L.P.

By: _____
Name: _____
Title: _____

By: Curtis Browne
Name: Curtis Browne
Title: FVP-GEM
Tax Identification No. 364284455

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Richard D. [Signature]
Director, Municipal Courts Administration City Controller

APPROVED:

[Signature]
Purchasing Agent

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L.D. File No.

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means the Director of the Municipal Courts Administration, or the person she designates, or the City's Purchasing Agent, or the person he designates.

"Documentation" means all manufacturer's owner manuals, warranties, user manuals or handbooks, training materials, whether in electronic or hard copy format, logical and physical wiring and network diagrams and equipment layouts and specifications provided by Contractor to the City for use with the System.

"Notice to Proceed" means a written communication from the Director to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Site(s)" means the following City of Houston locations: 1400 Lubbock; 61 Riesner; and 8300 Mykawa.

"System" means the municipal courts video arraignment and tele-conferencing system.

"Term" means the Initial Term plus the Renewal Term, if any.

"Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.

"Equipment" means equipment that SBC sells or leases to Customer under this Agreement.

"Service(s)" means any or all services provided by SBC, as further described in this Agreement or an Addendum.

III. DUTIES OF CONTRACTOR

A. Scope of Services

For the Sites identified in this Agreement, Contractor shall design, furnish, install and test a turnkey video arraignment and tele-conferencing system (the "System") to meet the requirements set forth in Exhibit "A," SBC DataComm Scope of Work. Contractor shall also provide twenty-four hour seven day a week maintenance, support and repair services for the System in accordance with the requirements of Exhibit "A". Before beginning installation, Contractor shall certify that the environment in which the System will be installed meets or exceeds the manufacturer's requirements for the System.

Contractor shall begin installation of the System within thirty (30) days of Contractor's receipt of a written Notice to Proceed from the Director. Contractor shall complete installation within one-hundred twenty (120) days of the date of the Notice to Proceed letter. The Director may, in her sole discretion, extend the completion date. Contractor represents and warrants that one-hundred twenty (120) days is a reasonable time to complete installation of the System.

B. Acceptance of System

Final acceptance of the System by the City will occur when (i) Contractor has notified the Director in writing that Contractor has completed the installation of the System, (ii) delivered all

Documentation, (iii) the System has been finally tested, and (iv) the System performs in accordance with the requirements set forth in Exhibit "A" ("Acceptance").

The City shall initiate final acceptance testing upon receipt of Contractor's written notice that it has completed the installation of the System. The City and SBC shall jointly complete acceptance testing within an initial period of thirty (30) calendar days following installation of the System. During Acceptance testing, the City shall have the right to use the System subject to the terms and conditions of this Agreement and for maintenance and support services described in Exhibit "A," SBC DataComm Scope of Work.

Within the initial Acceptance testing period, the Director shall notify Contractor in writing of all System errors or failure disclosed, if any. In the event of non-acceptance, Contractor shall, within thirty (30) calendar days following such notice, correct all System errors and operational failures. Thereafter, the City shall have an additional period to be mutually determined in good faith by the Contractor and the Director to re-conduct the Acceptance test. In the event of a second non-acceptance, Contractor shall, within thirty (30) calendar days following notice of such non-acceptance, correct all System errors and operational failures. Failure of the System to successfully complete the second series of Acceptance tests without the occurrence of errors or failures shall entitle the Director, at her option, to determine in her sole discretion to allow the Contractor to continue to correct any deficiencies and retest the System or to terminate this Agreement in accordance herewith.

If the Director does not notify Contractor in writing of all System errors or failure disclosed within the applicable Acceptance testing period, the System will be deemed to perform in accordance with the requirements set forth in Exhibit "A". Contractor and the Director shall evidence

Acceptance of the System by executing the Acceptance Form set forth in Exhibit "I". If the Director terminates this Agreement due to non-Acceptance, then Contractor shall be entitled to remove any equipment installed under this Agreement.

C. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

D. Prompt Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

E. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR TANGIBLE PROPERTY SUSTAINED BECAUSE OF CONTRACTOR'S NEGLIGENT PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE.

F. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR TANGIBLE PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL MISCONDUCT (ACTS OR OMISSIONS); AND**
- (2) CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AS SET FORTH IN THIS SECTION HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

G. **INDEMNIFICATION PROCEDURES**

(1) **Notice of Claims.** If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) **Defense of Claims**

(a) **Assumption of Defense.** Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) **Continued Participation.** If Contractor elects to defend the claim, the City may retain separate counsel at its expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim as to the City without the

consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

H. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$500,000 (each accident) Bodily Injury by Disease \$500,000 (policy limit) Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide

the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

- (3) Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- (4) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.

- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- (11) Proof of Insurance.
- (a) On the Countersignature Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- (b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

I. Self Insurance

As an alternative, Contractor may insure the above coverages under a plan of self-insurance, subject to the restrictions set forth in this Section. On the Countersignature Date and at any time during the Term of this Agreement if requested by the Director, Contractor must submit copies of its certificates of motor vehicle self-insurance from the Texas Department of Public Safety and its most recent audited financial statement showing self insurance reserves or other assets sufficient to pay judgments equal to the limits set forth above. Contractor shall also provide to the Director documentation evidencing its process for reviewing and paying claims. Contractor's self-insurance must protect the City to the same extent as an additional insured on a policy issued by an insurance company. If Contractor's self-insurance program ceases or Contractor's assets or reserves are no longer sufficient to be adequate to meet required coverages, Contractor shall immediately notify the Director of the lapse of coverage, and Contractor shall then obtain commercial insurance in accordance with the above requirements within 10 days' of written notice from the Director.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

J. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

K. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

L. Compliance with Equal Opportunity Ordinance

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "B".

M. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 10% of the value

of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "C".

N. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on

completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

O. Warranties

(1) Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

(2) With respect to any parts and goods it furnishes, Contractor warrants:

- (a) that all items are free of defects in title, design, material, and workmanship;
- (b) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed;

(c) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new);

(d) that no item or its use infringes any patent, copyright, or proprietary right; and

P. Changes

(1) At any time during the Agreement Term, at additional cost, the Director may issue a Change Order to add or delete Sites, relocate System equipment between floors within a particular Site, increase or decrease the scope of services or change plans and specifications, as she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of Director]

(3) The Director may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 must be approved by the City Council.
- (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

(5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is

subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. CITY'S DUTIES

A. Payment Terms

1. Installation of the System

Upon the Acceptance of the System, the City shall pay Contractor \$214,150.43 as set forth in Exhibit "G-1, line 7." City will also pay \$350.00 per month for T1 regulated service.

2. Maintenance and Support Services

Beginning upon the Acceptance of the System, the City shall pay for Support Center Standard Coverage and After Hours Unlimited Calling Coverage all as described in Exhibit "A" that Contractor renders under this Agreement in accordance with the prices set forth in Exhibit "G-2". This annual fee does not cover After Hours Onsite Technician Repairs which shall be billed at the hourly rates set forth in Exhibit "A". Yearly payments have been discounted based on net present value. Year one's payment shall be paid within thirty (30) days of the Acceptance of the System. Subsequent years' payments shall be made no later than thirty (30) days after the anniversary of the Acceptance of the System at the rates set forth in Exhibit "G-2".

The Parties agree that the yearly fee described in the paragraph above covers maintenance and repair for normal wear and tear and intended use of the City's video arraignment conferencing equipment. The yearly fee amount does not cover damage caused by abuse or Acts of God or repairs made during extended hours or holidays. Repairs requested by the Director resulting from abuse or Acts of God or repairs made during extended hours or holidays shall be performed by Contractor at

the appropriate Contract Labor Price hourly rates set forth in Exhibit "A" and parts/supplies needed shall be provided at Contractor's actual costs plus fifteen percent (15%).

The City will pay Contractor on the basis of invoices showing annual amount due and monthly invoices, if required, showing any hourly fees incurred or parts/supplies provided during the previous month for services not included in the first paragraph of this Section 2 above.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$0.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$_____, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$_____.

SIGNED:

(Signature of the City Controller)
City Controller of the City

REQUESTED:

(Signature of the Director)
Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

V. TERM AND TERMINATION

A. Initial Term

This Agreement is effective on the Countersignature Date and remains in effect for three (3) years after Acceptance of the System, unless sooner terminated under this Agreement plus renewal term shall not be more than 5 years 6 months (the "Initial Term").

B. Renewals

If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, this Agreement is renewed for two (2) one-year periods upon the same terms and conditions (the "Renewal Term").

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner prescribed in Section IV., unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S

TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

If Contractor defaults under this Agreement, the Director shall allow Contractor a reasonable period of time to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to materially perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director shall deliver a written notice to Contractor describing the default and the termination date, which date shall not be less than thirty (30) days from date of written notice. The Director, at his or her sole option, may extend the termination date to a later date. If the Contractor cures the default to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

E. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

F. Termination Procedures

Upon termination, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. Within thirty (30) days of notice of termination, Contractor shall submit an invoice to the City for payment showing in detail any hourly fees or replacement parts costs for parts purchased that are not covered under this Agreement. Contractor shall reimburse to the City the pro rata portion of the City's yearly maintenance payment that represents the remaining portion of the then current year less prorated unrecoverable third party maintenance and support contract actual costs incurred by Contractor for the remainder of the year, for which contractor can demonstrate to the City.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR
MAINTENANCE AND SUPPORT SERVICES RENDERED AND UNRECOVERABLE COSTS

INCURRED BY CONTRACTOR ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

D. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by

the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

E. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

F. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

G. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may have the right to perform, or have performed, upon reasonable prior notice, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise, except to an affiliate under common control, or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

City's sole and exclusive remedies in contract against Contractor, its affiliates and their directors, officers and employees for any losses, costs or damages caused by or arising from any service provided by Contractor in connection with this Agreement shall be limited to 150% of the total value of the contract. Contractor, its affiliates and their directors, officers and employees shall not be liable for any indirect, punitive, special or consequential damages (including, but not limited to, lost profits and loss of data) sustained or incurred in connection with the performance or nonperformance of work under this Agreement, whether in contract or in tort. However, this limitation of liability does not apply to and does not limit in any way Contractor's indemnity obligations set forth in Article III, Section E, of this Agreement.

Q. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, cable cuts, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the

acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

R. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

S. City Information; Access and Safe Working Environment

SBC may rely on any information provided by City and assumes no liability for any damages or costs that result from errors or omissions in such information. City shall provide SBC with timely access to City information, facilities or equipment as SBC reasonably requires to provide the Services and keep SBC informed on developments in City's business or operations that may impact Service. SBC may share City information and Confidential Information (including billing and usage information for Services purchased) with SBC Affiliates and inform City of other SBC product/service offerings. City shall maintain the Site in a suitable and safe working environment, free of Hazardous Materials. To the best of the City's knowledge the City represents and warrants

that the area of the Site where SBC performs Services is free of Hazardous Materials. SBC does not handle, remove or dispose of, nor does SBC accept any liability for, any Hazardous Materials at the Site. City shall pay SBC for any damages, costs, fines or penalties SBC incurs as result of the presence or release of such Hazardous Materials. If SBC encounters any such Hazardous Materials, SBC may terminate this Agreement or suspend performance until City removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

T. Warranties; Disclaimer of Other Warranties

With respect to maintenance or professional Services, SBC warrants that the Services will be performed in a professional and workmanlike manner. SBC further warrants that it has good title to the Equipment and that the Equipment will perform in accordance with the manufacturer's published specifications and accordance of this agreement during the warranty period set forth by such manufacturer and SBC will use commercially reasonable efforts to subrogate any SBC claims or rights against the Equipment manufacturer to City. SBC makes no warranties and assumes no liability for any defects or nonconformities caused by non-SBC approved modifications or alterations; misuse, accident or neglect; or City failure to comply with SBC or SBC vendor specifications or requirements for use. These warranties do not cover and SBC has no responsibility for (a) installation, maintenance or operation of non-SBC provided equipment or software or impairment caused by such equipment/software; (b) compatibility of such equipment/software with SBC-provided Equipment or Software (except for the City's Maximus Court View Case

Management System, unless modified by persons other than SBC or its authorized agents); or (c) modifications, alternations or repairs to Equipment or Software by persons other than SBC or its authorized agents. EXCEPT FOR THE FOREGOING, OR AS EXPRESSLY SET FORTH IN AN ADDENDUM, SBC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THE MATERIALS, SERVICE, EQUIPMENT OR SOFTWARE, ALL OF WHICH ARE PROVIDED "AS IS" TO THE FULL EXTENT PERMITTED BY LAW.

U. Equipment

Title to Equipment and all risk of loss to the Equipment shall pass to City at installation. Upon installation, SBC hereby grants to City a personal, nontransferable, non-exclusive license to use the Software on or with the corresponding Equipment and SBC (or its licensors) shall retain and continue to own all right, title and interest in any Software and all copies..If City does not deliver a written certificate of acceptance or written notice of non-conformity within 30 days after Cutover, the Equipment shall be deemed accepted.

EXHIBIT "A"
SBC DATACOMM SCOPE OF WORK

SBC DataComm CPE – Scope of Work

Addendum No. _____

Master Agreement No. _____

Customer Information

Customer Information			
Customer Name	City of Houston		
Customer Address	City Hall – Room B521		
Customer Email	Frank.Rodriguez@cityofhouston.net		
Contact Position	Contact Name	Contact Number	Pager Number
Division Manager	Frank Rodriguez	713 247 1148	

Please note that this information is required for all locations on a project. This information may be provided as a separate spreadsheet.

SBC DataComm Information

Position	Name	Contact Number	Pager Number
Outside Sales	Jeff Brown / Raj Naik	713 567 4670 / 713 567 4085	
Inside Sales			
Systems Engineer	Earl Robertson	512 377 7090	
Core Account Manager	David Hammett	713 567 8504	
Sales Manager			
Provisioning Contact			

Addendum No. _____

Introduction

SBC is proposing a Video arraignment system to The City of Houston that will provide shall provide real-time, two-way, full-motion color video transmission to facilitate remote arraignment and statutory warning of prisoners and tele-conferencing for Municipal Court Executive staff.

Scope of Work

SBC is proposing a Video arraignment system that is based on Tandberg Videoconference systems and Starbak Communications Video Conference Gateway utilizing the H.323 video communication protocol. Tandberg equipment will support H.264 Standard. The Tandberg system provides embedded, user-friendly, standard-based AES encryption. Secure Conference is "on" by default. This automatically generates an encrypted call, which is indicated with an on-screen lock symbol.

SBC will utilize the Tandberg 880 system in both the Court Stations which enable both court rooms to connect each site to up to 4 video sites and 1 audio call with the capability of capturing and recording video calls. A Tandberg MCU 8 video + 8 Audio bridge can be added to accommodate future growth but not included in this proposal. Each of the jail stations will use Tandberg 550 enclosed in rugged housing, SL series specifically for correctional settings.

This arrangement will give the ability for the Judge to arraign defendants at and of the jails that has the endpoint installed. Video arraignments from the Judges system will also be the streamed to the Starbak Torrent system that will enable recordings of all sessions. This system will enable up to three H.323 ports to be recorded. The each of the court Station will use one port. An additional Starbak will be placed on the City of Houston Premises to have a spare Starbak ready for a quick replacement to maintain the high availability. It is the City's responsibility to house the spare.

API documents from Tandberg and Starbak are provided to City of Houston to provide information to be able to develop an Interface to CourtView Case management system by Maximus. It is the City's responsibility to develop such an interface, SBC has not allocated any resources to develop the interface.

Statutory warnings will be provided via a television with DVD players. The city will provide the prerecorded DVDs. The DVD players will be capable of being used in the loop mode. The Statutory warning Televisions with DVD players will be installed as follows:

Riesner - 2 Televisions in the hallway 5th floor. One television wall mounted in each of the two day rooms of the 6th floor.

Mykawa - 1 Television in the day room adjacent to the Men's Staging area, and one Television in the day room, adjacent to the Women's staging area.

Two DVD recorders will be installed in each court room to allow for the City to record DVD recording for statutory warnings via the Tandberg equipment.

Connectivity for the Video arraignment will be accomplished by installing Cisco 2950 switches and 1721 routers. Diagram provided illustrates the placement of the data equipment. All LAN connections will be 10/100 Mb Ethernet connections. T1 will be installed to provide connectivity between the Mykawa and the Riesner locations.

System Description**61 Riesner 5th Floor:**

- Tandberg Judicial Series - 550 in SL case codec wall mounted
- One (1) fax machine
- One (1) wall mount for fax machine
- Two (2) flush wall mounted TVs secured behind plexiglass
- One (1) DVD Player
- One (1) AMX controller

- Reuse the following customer provided equipment:
 - One (1) Crown D75-A Power Amplifier
 - One (1) wall mounted equipment rack to house the DVD player and amplifier
 - Two (2) ceiling mounted speakers

The Tandberg Judicial Series 550 system, AMX controller and the fax machine will be wall mounted in the video arraignment room. The two TVs will be flush wall mounted in the hallway leading to the video arraignment room. The two customer provided speakers are ceiling mounted above the TVs. These speakers will be the audio for the statutory warning announcement. The DVD player and amplifier will be housed in a wall mounted equipment rack in the guard room. When statutory warning announcement is played via the DVD player, the announcement will play in a continuous loop and be projected on both TVs simultaneously.

61 Riesner 6th Floor:

- Tandberg Judicial Series – 550 in SL case codec wall mounted (codec supplied by SBC)
- One (1) fax machine
- One (1) wall mount for fax machine
- Two (2) secure wall mounted TVs
- Two (2) wall mounted speakers
- One (1) DVD Player
- One (1) Crown D75-A Power Amplifier
- One (1) AMX controller
- Reuse the following customer provided equipment:
 - One (1) wall mounted equipment rack to house the DVD player and amplifier

The Tandberg Judicial Series 550 system, AMX controller and the fax machine will be wall mounted in the video arraignment room. The two TVs will be secure wall mounted in the Day Rooms. Two speakers will be wall mounted beside each TV. These speakers will be the audio for the statutory warning announcement. The DVD player and amplifier will be housed in a wall mounted equipment rack in the guard room. When statutory warning announcement is played via the DVD player, the announcement will play in a continuous loop and be projected on both TVs simultaneously.

1400 Lubbock Courtroom:

- Tandberg 880 codec with multi-site capability will mounted on existing furniture
- One (1) NEC 30" LCD display with side-mounted speakers
- One (1) fax machine
- One (1) AMX controller with 7" wide screen touch panel
- DVD Player/Recorder

The Tandberg 880 system will be mounted on the existing furniture. The NEC 30" LCD display with side speakers will be secure mounted on the existing desk furniture. The fax machine will be mounted on the side station of the furniture. The DVD player/recorder is to be used to record the statutory warning. The AMX control system is to control the videoconference system and Starbak system.

Computer Room**Starbak System:**

- Two (2) VCG400-3 Torrent 400 – three H.323 ports, GbE, 120 GB storage, 100 Mbps streaming licenses

A three-port Starbak VCG400-3 Torrent 400 system will be provided to store the video arraignment process. A second Starbak system will be provided as a back up system.

8300 Mykawa Men's Staging Area:

Tandberg Judicial Series – 550 in SL case codec wall mounted

- One (1) fax machine
- One (1) wall mount for fax machine
- One (1) wall mounted TV
- One (1) DVD Player
- One (1) AMX controller
- One (1) Crown D75-A Power Amplifier
- One (1) wall mounted speaker

Reuse the following customer provided equipment:

- One (1) wall mounted equipment rack to house the DVD player and amplifier
- One (1) metal cabinet to secure video arraignment system and fax machine
- Privacy curtains for video arraignment system
- Light above video arraignment system

The Tandberg Judicial Series 550 system, AMX controller and the fax machine will be wall mounted in the Staging Area F. The TV will be secure wall mounted in the Day Room. The speaker will be wall mounted beside the TV. The DVD player and amplifier will be housed in an equipment rack in the guard room. When statutory warning announcement is played via the DVD player, the announcement will play in a continuous loop on the TV in the Day Room.

8300 Mykawa Women's Staging Area:

Tandberg Judicial Series – 550 in SL case codec wall mounted

- One (1) fax machine
- One (1) wall mount for fax machine
- One (1) wall mounted TV
- One (1) DVD Player
- One (1) AMX controller
- One (1) Crown D75-A Power Amplifier
- One (1) wall mounted speaker
- One (1) equipment rack to house the DVD player and amplifier in the guard room
- One (1) metal cabinet to secure video arraignment system and fax machine
- Privacy curtains for video arraignment system

The Tandberg Judicial Series 550 system, AMX controller and the fax machine will be wall mounted in the Staging Area F. The TV will be secure wall mounted in the Day Room. The speaker will be wall mounted beside the TV. The DVD player and amplifier will be housed in an equipment rack in the guard room. When statutory warning announcement is played via the DVD player, the announcement will play in a

Addendum No. _____

continuous loop on the TV in the Day Room. A secure lockable metal cabinet will enclose the Tandberg and fax machine. A ceiling mounted privacy curtain will be installed to provide privacy during the video arraignment.

8300 Mykawa Courtroom:

- Two (2) Tandberg 880 codec with multi-site capability will mounted on existing furniture
- Two (2) Samsung 19" LCD display with side-mounted speakers
- One (1) fax machine
- One (1) AMX controller with 7" wide screen touch panel
- DVD Player/Recorder

The Tandberg 880 system, one 19" LCD display, DVD player/recorder and AMX system will be mounted on the judge's desk. An additional 19" LCD display and Tandberg 880 codec will be mounted at the Prosecutors Desk. The DVD player/recorder is to be used to record the statutory warning. The AMX control system is to control the videoconference system and Starbak system.

Wiring, Electrical and Equipment Removal

The following items have been included in the proposal. SBC will certify the environmental such as power, temperature, humidity to be suitable for video arraignment upon completion of work.

61 Riesner**Phase 1, 5th Floor**

Remove and dispose any existing equipment from all rooms
Establish all horizontal cable routes to IDF
Install/Test Cat 5 wiring to Video Arraignment unit to IDF
Install/Test Analog line to Fax machine
Verify Cable for video from control room to TVs in the Hallway
Confirm power to 2 TVs in the hall, Video Room (2 outlets required)
Install wall mount for video equipment (Tandberg Unit)
Install shelf for fax machine
Clean up all work areas

Phase 2, 6th Floor

Establish all horizontal cable routes to IDF
Install/Test Cat 5 wiring to Video Arraignment unit to IDF
Install/Test Analog line to Fax machine
Verify Cable for video from control room 6th floor to TVs in the Day Room 1
Verify Cable for video from control room 6th floor to TVs in the Day Room 2
Pull cable for TVs and speaker in both Day Rooms cable from DVD player & cable for Cable TV viewing.
Install Power outlet in Day Room 1 & 2 for television
Install mount for TVs in Day Room 1 & 2
Install mount for on speaker in each Day Room
Install wall mount for video equipment (Tandberg Unit)
Install shelf for fax machine

Phase 3, 61 Riesner to Computer Room at Court Building at Lubbock

Install/Test fiber connection to provide Ethernet connectivity using Cisco Switches between the two buildings
Install Cat5 wiring from Starbak equipment in computer room to Cisco Switch
Install/Verify Cat5 Wiring from Video Court room to computer room
Extend T1 from Demark to Computer for use with router to connect to Mykawa
Verify/provide Rack space in computer room for Switch, Router, and Starbak
Mount a shelf for Tandberg 880 system

Mykawa Location

Remove and dispose any existing equipment from all rooms

Phase 4, Men s Holding area

Establish all horizontal cable routes to IDF
Install Cat 5 to IDF (where Cisco Switch is kept)
Install/Verify power for video equipment
Install video cable from TV to POD for replaying warning
Install/Test Analog line to Fax machine
Install wall mount for video equipment (Tandberg Unit)
Install mount for fax machine
Install equipment rack for DVD player in Guard Room

Phase 5, Women s Holding area

Establish all horizontal cable routes to IDF
Install Cat 5 to IDF (where Cisco Switch is kept)
Install/Verify power for video equipment
Install video cable from TV to DVD player for replaying statutory warning
Install/Test Analog line to Fax machine
Install wall mount for video equipment
Install mount for fax machine
Install ceiling track for privacy curtain
Install / mount metal cabinet to wall (enclosure to Tandberg Unit)
Install equipment rack for DVD player in Guard Room

Phase 6, Judges Chambers

Establish all horizontal cable routes to IDF
Install 2 Cat5 wiring for two video units in chambers by desk back to IDF where Cisco switch is installed
Provide Power outlets and Prosecutors desk and Judge Desk
Mount two shelves for Tandberg 880 Units
Mount two shelves for 19 LCD display

Facility Requirements

SBC will reuse existing facilities and install electrical and wiring as described in this scope. It the responsibility of the City to provide access all areas as required.

Installations in Computer Room, Wiring Closets

Any equipment that is installed in a Computer Room, IDF/MDF will be done on existing rack, or furniture available.

Maintenance

The video arraignment system is designed on solid state electronics and does not require routine servicing of equipment.

1. Support Center Standard Coverage

SBC DataComm's Customer Support Center Standard Coverage

Our goal at SBC DataComm is to serve as a single, objective source for Video expertise. The Video DataComm Services Customer Care Center (Video DSCC) is located in Arlington Heights, Illinois. SBC's successful existing customer relationships and dedication to customer satisfaction gives the company a high qualification. SBC has 9 Certified Video Engineers (CVE's) in its support center totaling over 60 years of experience and over 150 technicians in the field services nation wide. All of whom are certified to support a variety of Vendor equipment including Picturatel, V-Tel, Polycom, and Tandberg products.

Hours:

- 7am – 7pm CST
- Monday through Friday, excluding major recognized holidays
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- Pager access availability 24 X 7 on a T&M basis

SBC DataComm's Customer Support Center after Hours Coverage

2. After Hours Unlimited Calling Coverage

During after hours and weekend hours, the SBC Video Help Desk is not attended, SBC will maintain a voice mail system to receive incoming calls. In cases where emergency service is required, the on-call technician can be paged (accessible via the voice mail system) at any time outside of these hours.

SBC will return messages left after hours by 9:00AM CST, the following Business day. SBC also agrees to return any calls during business hours forwarded to the voice mail system within two hours from the time the message is left.

3. After Hours Onsite technician repairs

On site technician hours are 8am – 5pm normal business hours. On Site maintenance is provided with SBCs maintenance during the normal business hours. After hours Onsite technician rates are \$127.50 per hour (2 Hrs Min M - F after hours and \$170/hr (2 hrs MIN) Weekends and Holidays

The SBC Video Help Desk is located at 95 W. Algonquin Rd., Arlington Heights, IL 60005. All assigned Video Engineers work from this location.

CPE Parts Replacement Service: - For parts replacement - Customer must order CPE by 2PM (M-F) to guarantee NBD delivery. If after this time, Video Help Desk cannot guarantee NBD delivery from our Video CPE Vendors. SBC has proposed spares to be stored on customer premises for the most critical components. Note: Spares provisioning & storage will be the total responsibility of the Customer.

SLA

SBC goal is to achieve 99.5% uptime for the Video Arraignment system proposed but cannot provide SLA. The network T1 will be provided under existing agreements with the City based on SBC Government term Plan Pricing. To achieve maximum uptime SBC provides a fulltime dedicated service Manager to the City of Houston.

Training

One day of training is provided user orientation. This consists of demonstration of system operation and functionality to the court Clerks, Judges and Jail employees.

SBC Responsibilities

SBC will provide a trained engineer to stage the unit(s) as the customer premise.

Installation includes the following:

- Install, configure and test the customers equipment at the customers location.
- Unpack unit and assemble according to product and customer specifications. Perform visual inspection of all components.
- Install modules, if needed.
- Record serial numbers on the SBC specified sheets.
- Power on equipment and perform manufacturer-specified test procedures. Upgrade product software to most current or customer specified level according to manufacturer-specified procedures and licensing.
- Disassemble equipment (if necessary) and package equipment with part(s) documentation, serial number record, and SBC-signed data sheet.

SBC documentation includes the following:

- Listing of all serial numbers
- Quality control checkoffs
- Label containers with product type and site designation.
- Ship equipment to customer site.
- SBC will provide user manuals as they are provided by the manufacture with the shipment of the equipment. In addition, SBC (SPL) includes a facility design package for use by SBC (SPL) and the client during the implementation of the project. The deliverables of the facility package is a set of drawings that indicate the areas of the facility that require modification to accommodate the system proposed. The drawings are intended for use by the clients' architect for integration into the architects drawing set. It is from the architects' construction drawing set that the actual room construction will be directed

Any additional work to be performed outside of this Statement of Work will require additional charges.

Customer Responsibilities

The customer will be responsible for providing the following:

- Shipping and delivery instructions also whether inside delivery is required and in the location has a loading dock or will a lift truck be required by location.

- SBC will require the customer to provide assistance in lifting the monitors on the carts because of size and weight issues.
- All onsite installation will be Monday through Friday, 8:00AM to 5:00PM unless otherwise quoted.
- Any projects that are performed during non-business hours or weekends at the customer's request will be billed at SBC's standard overtime, weekend, or holiday rates.
- All work will be performed over a consecutive time frame, unless otherwise specified.
- If any equipment supplied by SBC is found to be defective during the installation, SBC will replace the equipment at no extra charge and complete the installation as specified.
- The customer is responsible for providing SBC with all IP addresses including Subnet Mask and Default Gateway prior to installation.

Shipping Information

Equipment is shipped with the assumptions loading docks and appropriate elevator access are available.

Completion Criteria

Will be based on City of Houston contract to which the Scope of work is attached as an Addendum.

Financial Responsibility

Will be based on City of Houston contract to which the Scope of work is attached as an Addendum.

Customer Signature

Will be based on City of Houston contract to which the Scope of work is attached as an Addendum.

Maintenance Information

Please check ☒ on the Maintenance Type that was sold to the customer.

SBC PremierSERV sm Data CPE Support Services	SBC PremierSERV sm Network Management	External Maintenance	Video Maintenance
<input type="checkbox"/> Basic 24x7x365 Phone Support <input type="checkbox"/> Essential Three support service options: <input type="checkbox"/> 8x5 <input type="checkbox"/> 8x5 Plus <input type="checkbox"/> 24x7 Hardware and software replacement 24x7x365 phone support Fault isolation and resolution Web-based trouble ticketing reports <input type="checkbox"/> Complete Three support service options: <input type="checkbox"/> 8x5 <input type="checkbox"/> 8x5 Plus <input type="checkbox"/> 24x7 On-site support Hardware and software replacement 24x7x365 phone support Fault isolation and resolution Web-based trouble ticketing reports SBC PremierSERVsm Optional Offerings <input type="checkbox"/> Premier Technical Phone Support <input type="checkbox"/> Carrier Coordination	<input type="checkbox"/> Basic 24x7x365 network monitoring on contracted Devices Customer notification of an alarm within 15 minutes <input type="checkbox"/> Essential Basic Service plus... Fault Isolation & Resolution Technical assistance Ability to open & view web based trouble ticketing Router configuration support and reports (archiving only) Software Support Hardware Dispatch (when SBC PremierSERV Data Support is purchased) Vendor Coordination Carrier Coordination <input type="checkbox"/> Complete Basic & Essential Service plus... Web based comprehensive performance reports Monthly performance review with DCSC engineer Performance SLA's (when SBC PremierSERV Data Support is purchased)	<input checked="" type="checkbox"/> Cisco SmartNet <input type="checkbox"/> Vendor Maintenance <input type="checkbox"/> Other – Please Specify _____	<input checked="" type="checkbox"/> Internal <input checked="" type="checkbox"/> External <input type="checkbox"/> Other – Please Specify _____

EXHIBIT "B"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "C"
MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of subcontractor's books and records, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep its books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within 5 business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given under Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract must, upon the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration must be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within 30 days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the City's Affirmative Action Division Office.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

EXHIBIT "D"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT "E"

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, that will be involved

in performing _____
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "F"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of

 (Name) (Print/Type) (Title)
 _____ (Contractor)
 _____ (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified.
 Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
 Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
 Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
 Initials performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is

_____ From _____ to _____ the following test has occurred
 Initials (Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite
 Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
 Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

 (Date)

 (Typed or Printed Name)

 (Signature)

 (Title)

EXHIBIT "G"
PRICING TERMS

EXHIBIT "G-1"
INITIAL SYSTEM PRICING

VIDEO ARRAIGNMENT & TELE-CONFERENCING SYSTEM
TC-4-5820-10-20303
Revised Pricing Sheet Equipment and Install

	DESCRIPTION	TOTAL
1	Total Hardware	\$ 144,898.87
2	Total Software (Included with hardware)	\$0.00
3	Total Implementation Cost	\$33,443.12
4	Electrical and Wiring (including Removal of existing equipment)	\$30,323.84
5	Other (Shipping and Handling)	\$4,659.60
6	Training Cost One day	\$825.00
7	GRAND TOTAL Equipment and Installation	\$214,150.43
8	Up to 6 Additional Fax Lines if existing are not functioning (Per Line)	\$15 per month; \$118 install
9	Network Transport Cost per Year Specify the bandwidth proposed (T1)	\$4,200.00
10	*GRAND TOTAL for year One	\$218,350.43

* Does not include fax lines but includes T1

EXHIBIT "G-2"
ANNUAL MAINTENANCE FEES

VIDEO ARRANGMENT & TELE-CONFERENCEING SYSTEM

TC-4-5820-10-20303

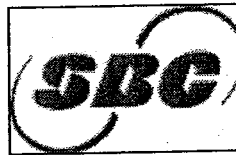
Revised Pricing Sheet

	DESCRIPTION	TOTAL
1	Service/Maintenance for Year ONE	\$27,944.39
2	Service/Maintenance for Year TWO	\$27,944.39
3	Service/MaintenanceMaintenance for Year THREE	\$27,944.39
4	Service/MaintenanceMaintenance for Year FOUR	\$28,407.39
5	Service/MaintenanceMaintenance for Year FIVE	\$28,829.30
6	Total Service/Maintenance Maintenance for Five Years	\$141,069.86

EXHIBIT "H"
EQUIPMENT LIST

City of Houston

Video Arraignment Project TC-4-5820-10-20303



22-Nov-04

Mykawa Courtroom

QTY	SUPPLIER	MODEL	DESCRIPTION
Displays			
2	Samsung	192MP	19" LCD panels for Judges bench
2	SPLIS	custom	stationary shelf for Tandberg 880 over LCD
Fax Machine			
1	Canon	L75	Fax Machine
DVD System			
1	Pioneer	DVR-310S	DVD Player/Recorder
AMX Control Subsystem			
1	AMX	NI-2000	Integrated Master/NXI controller in single unit with 4 IR ports, 4 I/O ports, 4 relays and 3 RS232/422/485 ports
1	AMX	PCS	Power Current Sensor
1	AMX	PC1	Power Controller, 10 A (110 VAC only)
1	AMX	PSN2.8	regulated power supply , 12v DC, 2.8A
1	AMX	NXT-CV7	7" wide screen touch panel
1	SPLIS	SFTWR	Remote Control Software
Video Arraignment			
2	Tandberg		Tandberg 880

City of Houston

Video Arraignment Project TC-4-5820-10-20303

22-Nov-04

5th Floor Riesner

QTY	SUPPLIER	MODEL	DESCRIPTION	
Displays for Warning				
2			13" TVs	
2			Tamper Proof Housing - Flush mounted into	
Fax Machine				
1	Canon	L75	Fax Machine	
1			Wall mount for fax machine	
DVD System				
1	Sony	NS575P/B	DVD Player	
1	CFE		Re-use existing wall mounted rack	
Speech Audio System				
1	CFE - Crown	D-75A	Re-use existing 75W/chan Power Amplifier	
2	CFE		Re-use existing ceiling speakers	
AMX Control				
1	AMX	NI-2000	Integrated Master/NXI controller in single unit with 4 IR ports, 4 I/O ports, 4 relays and 3 RS232/422/485 ports	
1	AMX	PCS	Power Current Sensor	
1	AMX	PC1	Power Controller, 10 A (110 VAC only)	
1	AMX	PSN2.8	regulated power supply , 12v DC, 2.8A	
Video Arraignment				
1	Tandberg		Tandberg Judicial Serices - 550 in SL Case	

City of Houston

Video Arraignment Project TC-4-5820-10-20303

22-Nov-04

6th Floor Riesner

QTY	SUPPLIER	MODEL	DESCRIPTION
Displays for Warning			
2			20" TVs
2			Tamper Proof Housing
2			Wall mount for Tamper Proof Housing & 20"
Fax Machines			
1	Canon	L75	Fax Machine
1			Wall mount for fax machine
DVD System			
1	Sony	NS575P/B	DVD Player
1	CFE		Re-use existing wall mounted rack
Speech Audio System			
1	Crown	D-75A	75W/chan Power Amplifier, 1U, 2X35W
4			Speakers for TVs in Day Rooms - 2 in each
4			Speaker Security Box with Wall Mount
1	CFE		Re-use existing rack mount for DVD Player &
AMX Control			
1	AMX	NI-2000	Integrated Master/NXI controller in single unit with 4 IR ports, 4 I/O ports, 4 relays and 3 RS232/422/485 ports
1	AMX	PCS	Power Current Sensor
1	AMX	PC1	Power Controller, 10 A (110 VAC only)
1	AMX	PSN2.8	regulated power supply , 12v DC, 2.8A
Video Arraignment			
1	Tandberg		Tandberg Judicial Serices - 550 in SL Case

City of Houston

Video Arraignment Project TC-4-5820-10-20303



22-Nov-04

Lubbock - Courtroom

QTY	SUPPLIER	MODEL	DESCRIPTION
Display for Judge			
1	NEC	BK	30" LCD
1	NEC	SP-3040	Attachable Side Speakers for LCD3000/4000
1	Chief	PLP-2044	Flat Panel Low Profile Wall Mount
Fax Machine			
1	Canon	L75	Fax Machine
DVD System			
1	Pioneer	DVR-310S	DVD Player/Recorder
AMX Control Subsystem			
1	AMX	NI-2000	Integrated Master/NXI controller in single unit with 4 IR ports, 4 I/O ports, 4 relays and 3 RS232/422/485 ports
1	AMX	PCS	Power Current Sensor
1	AMX	PC1	Power Controller, 10 A (110 VAC only)
1	AMX	PSN2.8	regulated power supply , 12v DC, 2.8A
1	AMX	NXT-CV7	7" wide screen touch panel
Video Arraignment			
1	Tandberg		Tandberg 880

City of Houston

Video Arraignment Project TC-4-5820-10-20303



22-Nov-04

Mykawa Men's Area

QTY	SUPPLIER	MODEL	DESCRIPTION
Displays for Warning			
1		TBD	20 " TV
1			Wall mount for Tamper Proof Housing
1			Tamper proof housing
Fax Machine			
1	Canon	L75	Fax Machine
1			Wall mount for fax machine
DVD System			
1	Sony	DVP-NS575P/B	DVD Player
Speech Audio System			
1	Crown	D-75A	75W/chan Power Amplifier, 1U, 2X35W
1			speaker
1			speaker security box with wall mount
AMX Control			
1	AMX	NI-2000	Integrated Master/NXI controller in single unit with 4 IR ports, 4 I/O ports, 4 relays and 3 RS232/422/485 ports
1	AMX	PCS	Power Current Sensor
1	AMX	PC1	Power Controller, 10 A (110 VAC only)
1	AMX	PSN2.8	regulated power supply , 12v DC, 2.8A
Equip Racks, etc. Subtotal			
1			Equipment rack for guard area to house DVD
1	CFE	Existing	curtain with track
1	CFE	Existing	Lockable metal cabinet
1	CFE	Existing	Light above VC Unit
Video Arraignment			
1	Tandberg		Tandberg Judicial Serices - 550 in SL Case

City of Houston

Video Arraignment Project TC-4-5820-10-20303



22-Nov-04

Mykawa Woman's Area

QTY	SUPPLIER	MODEL	DESCRIPTION
Displays			
1			20 " TV
1			Wall mount for Tamper Proof Housing
1			Tamper proof housing
Fax Machine			
1	Canon	L75	Fax Machine
1			Wall mount for fax machine
DVD System			
1	Sony	DVP-NS575P/B	DVD Player
Speech Audio System			
1	Crown	D-75A	75W/chan Power Amplifier, 1U, 2X35W
1			speaker
1			speaker security box with wall mount
AMX Control Subsystem			
1	AMX	NI-2000	Integrated Master/NXI controller in single unit with 4 IR ports, 4 I/O ports, 4 relays and 3 RS232/422/485 ports
1	AMX	PCS	Power Current Sensor
1	AMX	PC1	Power Controller, 10 A (110 VAC only)
1	AMX	PSN2.8	regulated power supply , 12v DC, 2.8A
Equip Racks, etc. Subtotal			
1			Equipment rack for guard area
1			curtain with track
1			Lockable Metal Cabinet
Video Arraignment			
1	Tandberg		Tandberg Judicial Serices - 550 in SL Case

EXHIBIT "I"
ACCEPTANCE FORM

Acceptance Date: _____
Comments (if needed):

Approved by Contractor:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Director:

Signature: _____

Printed Name: _____

Title: _____

Date: _____